

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: <u>May 18, 2005</u>	DIVISION: <u>Community Services</u>
BULK ITEM: Yes <u> x </u> No <u> </u>	DEPARTMENT: <u>Animal Control</u>

AGENDA ITEM WORDING: Approval to award bid and enter into an agreement with The Florida Keys Society for the Prevention of Cruelty to Animals, Inc. for operation of the Key West Animal Shelter in the amount of \$365,625 per year for a period of five (5) years; and approval of Resolution transferring funds through the end of the fiscal year.

ITEM BACKGROUND: On March 15, 2005, sealed bids were opened and the Florida Keys SPCA was the only bidder. Upon review of the bid and bid criteria, staff recommends the current contractor, the Florida Keys SPCA.

PREVIOUS RELEVANT BOCC ACTION: On May 19, 2004, the Board approved the 3rd and final renewal of the current contract with the Florida Keys SPCA, which expires on June 30, 2005.

CONTRACT/AGREEMENT CHANGES: new contract.

The Contractor has requested a five (5) year contract period beginning July 1 and ending 12 midnight on June 30, 2010. This is to support a capital building campaign to replace the current 40 year old Animal Control Shelter structure. In order to provide for long-range planning and to secure funding for the project, a five (5) year contract has been requested. The Animal Control Director Jim Malloch and Assistant County Attorney Suzanne Hutton have reviewed this request with due diligence and recommend the change to a five (5) year contract as requested be approved by the BOCC.

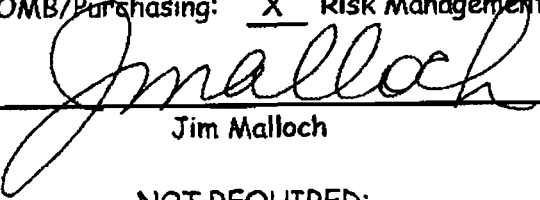
STAFF RECOMMENDATION: Approval.

TOTAL COST: <u>\$365,625.00</u>	BUDGETED: Yes: <u> </u> No: <u> X* </u>
COST TO COUNTY: <u>same</u>	*Resolution attached to fund contract through end of fiscal year; full amount to be requested in FY2006 budget

REVENUE GENERATED: Yes No x

APPROVED BY: County Atty.: x OMB/Purchasing: X Risk Management: x

DIVISION DIRECTOR APPROVAL:



Jim Malloch

DOCUMENTATION: INCLUDED: x

NOT REQUIRED:

DISPOSITION:

AGENDA ITEM #:

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**
OPEN DATE: MARCH 15, 2005 AT 11:00 AM
TITLE: OPERATION OF KEY WEST ANIMAL SHELTER

RESPONDENT	COST ANNUALY
FLORIDA KEYS SPCA	\$365,625.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office. Sandy Molina - Community Services Division.

Members of the Public Present: Carol Colburn & Gwen Hawtof FKSPCA.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

Resolution No. _____ - 2005

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2005, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2005 as, hereinafter set forth to and from the following accounts:

Fund # 001- General Fund

From: 001- 5130-85500-590990
Cost Center # 85500-Reserves 001
For the Amount: \$12,968

Other Uses

To: 001-5620-21000-530340
Cost Center # 21000-Animal Shelters

Other Contractual Services

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 18th day of May AD 2005.

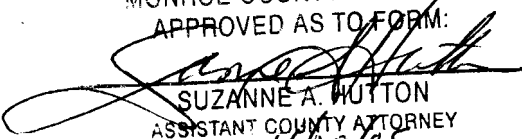
Mayor Spehar _____
Mayor Pro Tem McCoy _____
Commissioner Neugent _____
Commissioner Rice _____
Commissioner Nelson _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Mayor/Chairman

(Seal)

Attest: DANNY L. KOLHAGE, Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. WUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/29/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **FLORIDA KEYS SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, INC.**

Contract # _____
Effective Date: 07/01/2005
Expiration Date: 06/30/2006

Contract Purpose/Description: Operation of the Key West Animal Shelter

Contract Manager: Sandy Molina 4500 Community Services- #1
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on May 18, 2005 Agenda Deadline: May 3, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$365,625.00

Current Year Portion: \$91,406.25

Budgeted? Yes ☐ No ☒*

Account Codes: 001-21000-530340

Grant: \$ _____

*Need Resolution transferring funds

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr.

For: _____

(Not included in dollar value above)

(e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/5/05</u>
Risk Management	<u>5-2-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-2-05</u>
O.M.B./Purchasing	<u>5/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-5-05</u>
County Attorney	<u>5/02/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/02/05</u>

Comments: _____

CONTRACT
(Operation of Key West Animal Shelter)

THIS CONTRACT, is entered this 18th day of May, 2005, by and between the Board of County Commissioners of Monroe County, Florida (COUNTY), and THE FLORIDA KEYS SOCIETY OF PREVENTION OF CRUELTY TO ANIMALS, INC., (CONTRACTOR).

WHEREAS, County has certain responsibilities under State and County laws, to provide animal control services and enforcement of laws related to animals; and

WHEREAS, it has been determined that it is in the best interest of the residents of and visitors to the County that a contract with a private provider of such services, NOW THEREFORE

IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

I. TERM OF AGREEMENT:

This agreement shall be for a five (5) year period beginning, July 1, 2005 and ending at 12:00 midnight on June 30, 2010. The term of this agreement shall be renewable in accordance with Section IV.

II. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$365,625.00 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$ 30,468.75 per month. The Contractor shall provide a monthly invoice on the 1st day of each month to the Division of Community Services, and payment shall be made on or about the 1st day of the following month. In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

III. SCOPE OF SERVICES:

- A. The Contractor shall provide all staffing, equipment, and supplies necessary to operate the Key West Animal Shelter located at 5230 College Road, Key West, Florida, 33040, and provide complete animal control and enforcement services from Mile Marker 0 to 16.7 (the Harris Channel Bridge), including the City of Key West.

1. STAFF: The Contractor will fully staff, operate and perform all current functions of the Shelter, as further identified in the training manual to be prepared by Contractor; said training manual will be reviewed and approved by the Director of Community Services or his designee prior to implementation.

2. COMPLIANCE WITH LAW: The Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but not limited to F.A.C. 10D-3.091, Procedures for Control of Specific Communicable Diseases and Chapter 64B16-29, Animal Control Shelter Permits.

3. CARE OF ANIMALS:

- (a) The Contractor will receive and properly confine all animals that are brought to the Shelter or which become the responsibility of the Shelter. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.
- (b) The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.
- (c) The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisors or designees of the Shelter. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certificates attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Community Services or his designee.
- (d) The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. Contractor shall seek funding sources to enable provision of feline leukemia virus testing and, upon obtaining such funding, shall provide feline leukemia virus testing for all adoptable kittens and cats.

4. **MAINTENANCE OF PREMISES:** The Contractor shall maintain the Shelter, including kennel areas, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.
5. **ADOPTIONS:**
 - (a) The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.
 - (b) The Contractor will provide an adoption service through the Shelter for the purpose of securing suitable homes for adoptable animals. The Contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through basic screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals adopted are being placed in long-term homes. The screening procedures shall be reviewed periodically by the Director of Community Services or his designee as to form and practicality. All adoptable animals will be available for inspection by the public during normal working hours. The Contractor shall utilize the Adoption Agreement attached hereto as **EXHIBIT "A,"** unless modified by written and signed directive from the Director of Community Services.
 - (c) The contractor shall enforce the provisions of the contract, including, but not limited to, taking any action necessary to ensure that an adopted animal is spayed or neutered prior to releasing the animal or transferring ownership to its adopter.
6. **ISSUANCE OF COUNTY LICENSES:** The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the fees established by County Resolution therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County.
7. **POLICIES AND PROCEDURES MANUAL:** The Contractor shall maintain a Policies and Procedures Manual for guidance of all staff. At a minimum, it shall set forth the following:
 1. Goals and Objectives of the Organization.
 2. Protocols for intake, care, adoption, return to owners, and other disposal of animals.
 3. Protocols for responding to calls for animal control services, whether in the nature of law enforcement, pick-up of dead animals, or other.

4. Protocols for daily maintenance of premises and equipment, including vehicles.
5. Training Staff
 - a. prerequisites for certain positions
 - b. keeping staff current
6. Training provided* shall include:
 - a. Shelter Policies & Procedures (required of all staff, including volunteers)
 - b. Basic Pet Care
 - c. Veterinary Health Care
 - d. Animal Behavior
 - e. Animal Handling
 - f. Breed Identification & characteristics
 - g. Obedience Training
 - h. Behavior Problem Solving
 - i. Counseling Methods
 - j. Conflict Management (required of all law enforcement personnel)
 - k. Grief Counseling
 - l. Telephone Manners and Customer Service Skills

*Items a & j must be at least in part provided in a classroom or seminar type setting, with live or video teaching. All other training may be self-study, although some in-person or video training is highly recommended. Training shall be provided appropriate to the position filled by the worker, whether that worker is an employee or a volunteer.
7. Adoption Guidelines, which shall absolutely require sterilization of all animals prior to release to adopter. Other guidelines shall address, at a minimum:
 - a. Consultation with the prospective adopter.
 - b. Prospective adopter's commitment to be responsible for providing care, safe environment, veterinary bills for life of the animal.
 - c. Animal's disposition and that of members (human and animal) of the household to enhance as well as possible the probability of successful placement.

8. HOURS OF OPERATIONS: At a minimum, the Shelter shall be open to the public from 10:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, and from 10:00 a.m. to 2:00 p.m., Eastern time, on Saturdays.

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor.

B. **ENFORCEMENT SERVICES:** The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

1. **Training of Animal Control Officers:** The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Community Services, or his designee, with copies of the Animal Control Officer Training Program Certificates.

2. **Emergency services (24-hours per day/7-days a week) for Priority One calls which are:**

- a. Injured animal;
- b. Bite cases; person bit by any warm-blooded creature;
- c. Animal bites to other animals;
- d. Wild animal in home;
- e. Dangerous dog investigations;
- f. Animal cruelty investigations;
- g. Law enforcement requests.

3. **Patrolling service area on a regular and consistent basis;**

4. **Picking up dogs that are running at-large;**

5. **Picking up cats or raccoons captured in cat or raccoon traps;**

6. **Non-emergency animal pick up from residential homes during normal operating hours;**

7. **Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;**

8. **Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.**

9. **Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this**

agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.

10. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

C. FEES. The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Community Services or his designee with copies of daily cash reconciliation forms, daily bank deposit information and original license certificates that are issue on a bi-weekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines or fees owed to the County must be submitted in writing on the County-approved affidavit form to the Director of Community Services or his designee, said affidavit form is attached hereto and marked **Exhibit "B."** The Contractor shall only charge fees as outlined in Monroe County Resolution No. 496-2000, as same may be amended from time to time; said Resolution is attached hereto and marked **Exhibit "C."** The Contractor shall not charge any other fees for services at the Shelter unless authorized by the County to do so.

D. REPORTS. The Contractor shall provide the Director of Community Services or his designee with copies of all bite reports and citations that are issued on a bi-weekly basis. Contractor shall submit on a monthly basis to Director of Community Services the following reports:

- (1) Adoption Reports, by species & age (mature/immature), with separate accounting showing
Pure breed; returns and reasons; adoption denials.
- (2) Complaint Reports, showing numbers for bites, nuisances, cruelty, other; also showing manner received (telephone call, letter, visit to office, encounter in course of duties); and the action taken for each.
- (3) Euthanasia, by species & age (mature/immature), and showing number which were feral, diseased or injured.
- (4) Number of animals taken in, by species & age (mature/immature) and showing numbers brought in, picked up & redeemed.
- (5) County Fees collected, designating the fees collected for each of the following: licenses,
pick-up, intake, boarding, adoption, disposal & euthanasia.
- (6) Average number of days of boarding by species & age (mature/immature).
- (7) Total number of animals (by species) at the shelter at beginning of month and the total number of animals (by species) at the shelter at the end of the month.

E. HURRICANE OR OTHER NATURAL DISASTER: In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly house and care for all animals. In this regard, the Contractor shall designate at least three

(3) employees who will be able to remain in the County to care during the disaster for the animals which have not been evacuated and after the disaster for animals not evacuated and any animals which are at large. The Contractor will supply those employees' names, addresses and telephone numbers to the County Administrator who may, at his discretion, require the Contractor to have the listed employees remain in the County during and after a Category 1, 2 or 3 Hurricane or natural disaster.

F. PETS IN SHELTERS: Contractor shall provide the services designated for the Animal Control/Shelter Contractor in the Pet Friendly Special Needs Clients Sheltering Plan to provide evacuation of pets of Special Needs Clients and assistance with care of said pets.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

IV. RENEWAL:

The County shall have the option to renew this agreement after the fifth year, for one (1) additional five-year period. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

V. CONTRACTOR'S LICENSE: The Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelter. By signature hereon, the Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. Proof of such licenses and approvals shall be submitted to the County upon request. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

VI. INDEPENDENT CONTRACTOR:

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided.

VII. STAFFING:

Since this contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

A. The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of or have any contractual relationship with the County.

B. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

VIII. UTILITIES: The Contractor shall be responsible for payment of all utility charges for the Shelter. All utility accounts will be held in the Contractor's name.

IX. VEHICLES:

The County hereby leases to the Contractor one (1) County vehicle currently assigned to the Shelter identified as follows:

2003 Chevrolet Astro Van (Unit 0910/081)

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate the vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as **Exhibit "D."** The Contractor shall provide an average of four (4) oil changes annually for each vehicle, and shall schedule vehicle inspections with Monroe County Fleet Management no less than three times annually for each vehicle. The Contractor may choose the option of paying Fleet Management for oil changes and preventative maintenance, at Fleet's current annual rates, or utilize private garages and provide receipts to the Director of Community Services or his designee to document and verify that the required maintenance has been performed. Nothing herein shall prevent the County from inspecting the vehicles at any reasonable time.

X. HOLD HARMLESS/INSURANCE REQUIREMENTS:

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained within this agreement.

Prior to commencing services under this agreement, the contractor shall furnish the Owner Certificates of Insurance as indicated on forms entitled General Insurance Requirements for Animal Control Contracts, Animal E&O, ED2, GLAnimals, VL1, WC1, All Risk Property Insurance and TCS, as attached hereto and incorporated as in **EXHIBIT "E."**

XI. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received at the Shelter by Contractor. Said donations shall be used by Contractor only for the benefit of shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future. In the case of donations solicited by third parties on behalf of the Contractor, the donating entity must make its financial records pertaining to the donated funds available to representatives of the Contractor and the County during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays) in order to insure that all monies collected on behalf of the Contractor, minus an amount not to exceed 5% of the total collected for administrative expenses, are in fact donated to the Contractor for the benefit of shelter animals. If a prospective donating entity is unwilling or unable to comply with the foregoing requirement, then the Contractor may not accept any donations from that entity.

XII. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition, and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

XIII. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at each Shelter and the inventory lists prepared therefrom shall be signed by both parties hereto.

XIV. CONTRACTOR'S ASSUMPTION OF PREMISES AND CONDITIONS:

The Contractor hereby agrees that he has carefully examined the premises provided by the County and the district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same

and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

XV. MAINTENANCE:

The Contractor shall maintain and be responsible for the costs of repairs to the Shelter buildings, grounds, and equipment in order to keep same in proper working condition. Prior to commencement of repairs, the County must be notified, in writing, of repairs estimated to cost over \$1,000.00. If such repairs are approved by the County, the Contractor shall pay the first \$1,000.00 of cost regardless of the total cost of said repairs.

XVI. IMPROVEMENTS OR MODIFICATIONS TO FACILITIES:

No improvements or modifications may be made to the Shelter, appurtenances, or surrounding properties without the prior written approval of the County.

XVII. FUNDRAISING:

The Contractor may use the Shelter for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Community Services or his designee. Requests for events shall be requested by the Contractor in writing and approved by the County Administrator in writing. Funds raised by the Contractor from fundraising or events at the Shelter shall only be used to benefit the shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

XVIII. NON-DISCRIMINATION:

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523

and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

XIX. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

The Contractor shall maintain the financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after term expires.

XX. PUBLIC RECORDS:

The Contractor shall comply with the Public Records laws of the State of Florida, subject to any provisions providing exemption from disclosure.

XXI. MEDICAL RESEARCH:

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

XXII. CAT/RACCOON TRAPS:

The County hereby leases its cat/raccoon traps to the Contractor for the Contractor to rent to the public upon payment of a deposit fee. All deposit fees collected by Contractor shall be returned to the renter upon return of the trap or, if the trap is not returned to Contractor, the deposit fee will be retained by the Contractor in order to purchase replacement traps. At the end of this agreement, the Contractor will return the same number of cat/raccoon traps to the County as the County had provided at the beginning of this agreement. Nothing herein shall preclude Contractor from purchasing and renting its own cat and raccoon traps.

XXIII. BREACH OF TERMS BY CONTRACTOR:

The passing, approval, and/or acceptance by the Owner of any defect in the services furnished by the Contractor, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. County may immediately terminate the Agreement due to any violations by Contractor of criminal statutes governing humane and cruel treatment of animals. Any other Contractor breach of this agreement shall be governed by the article above on termination for cause.

The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to inspect Contractor's maintenance of the premises, and care provided to animals. The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

XXIV. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

XXV. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

- a. Failure to provide food or water for animals in the custody of Contractor.
- b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
- c. Failure to administer euthanasia in a humane manner.
- d. Failure to maintain the Shelter in a clean, safe and sanitary manner.
- e. Breach of any other term, condition or requirement of this agreement.

XXVI. ASSIGNMENT:

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

XXVII. COMPLIANCE WITH LAW:

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

XXVIII. DISCLOSURE AND CONFLICT OF INTEREST:

- A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.
- B. Upon execution of this contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all contracts with Monroe County.

XXIX. FINANCIAL RESPONSIBILITY:

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

XXX. NOTICE REQUIREMENT:

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

and

County Attorney
PO Box 1026
Key West, FL 33041-1026

and

James E. Malloch, Director
Monroe County Community Services Division
1100 Simonton Street, Rm. 2-256
Key West, FL 33040

FOR CONTRACTOR:

Gwen Hawtof, M.D. President
Florida Keys Society for Prevention
of Cruelty to Animals, Inc.
1901 South Roosevelt Blvd., 408N
Key West, FL 33040

XXXI. TAXES:

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

XXXII. GOVERNING LAWS:

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

XXXIII. PUBLIC ENTITY CRIME STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: \$25,000.00).

XXXIV. AUTHORIZED SIGNATORY: The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

XXXV. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(SEAL)

FLORIDA KEYS SOCIETY FOR
PREVENTION OF CRUELTY TO
ANIMALS, INC.

Attest:

By: _____
WITNESS

By: _____
WITNESS

By: Jean D. Hutton MD
Title: President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date 5/02/05